

**MEMORANDUM OF AGREEMENT
REGARDING THE EXCHANGE OF THE HISTORIC UNITED STATES
COURTHOUSE FOR A CITY-OWNED SITE ON WHICH TO CONSTRUCT A NEW
FEDERAL BUILDING AND UNITED STATES COURTHOUSE**

**BY AND BETWEEN
THE UNITED STATES GENERAL SERVICES ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE IOWA STATE HISTORIC PRESERVATION OFFICER, AND
THE CITY OF CEDAR RAPIDS, IOWA**

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into as of this 21 day of MARCH, 2006, by and between the United States of America, acting by and through the Administrator of General Services and authorized representatives ("**GSA**"), the Advisory Council on Historic Preservation ("**ACHP**"), the Iowa State Historic Preservation Officer (the "**SHPO**"), and the City of Cedar Rapids, Iowa (the "**City**").

W I T N E S S E T H ;

WHEREAS, GSA is the federal agency that has jurisdiction, custody and control of the United States Courthouse located at 101 First Street S.E. in Cedar Rapids, Iowa (the "**Old Courthouse**"), the legal description of which is set forth in **Attachment A**, attached hereto and incorporated herein by reference, and exterior photos of which are attached hereto as **Attachment B** and incorporated herein by reference; and

WHEREAS, the Old Courthouse is listed in the National Register of Historic Places ("**National Register**"), with state and local significance as a contributing element to the May's Island Historic District, and GSA seeks to provide for the long-term preservation, public accessibility and stewardship of the Old Courthouse for future generations; and

WHEREAS, the City desires to benefit from the construction of a new approximately 300,000 gross square foot United States Courthouse (the "**New Courthouse**") on the site bounded by 7th Avenue on the North, 8th Avenue on the South, 2nd Street on the East, and the Cedar River on the West (the "**Site**"), which new construction will enhance downtown Cedar Rapids; and

WHEREAS, the City desires to exchange the Site, at no cost or expense, for the Old Courthouse; and

WHEREAS, the future use and occupants of the Old Courthouse are undetermined at this time and GSA intends to convey the property to the City so that the City can establish and implement a plan for an alternative compatible use ("**adaptive use**") for the Old Courthouse within two years of the conveyance to ensure the long-term preservation of the Old Courthouse; and

WHEREAS, the City shall enter into a Conservation Easement Agreement ("**Conservation Easement**") with the SHPO for the Old Courthouse, said Conservation

Easement to be recorded in the Land Records of the City upon the transfer of the Old Courthouse to the City for the purpose of preserving and rehabilitating the Old Courthouse; and

WHEREAS, Section 106 of the National Historic Preservation Act of 1966, as amended ("NHPA"), 16 U.S.C. Section 470f, and its implementing regulations (36 C.F.R. Part 800), requires that the head of any federal agency having direct or indirect jurisdiction over a proposed federal or federally-assisted undertaking shall, prior to the approval of the expenditure of any federal funds on the undertaking or prior to the issuance of any license, take into account the effect of the undertaking on any district, site, building, structure, or object that is included, or eligible for inclusion, in the National Register and afford the ACHP a reasonable opportunity to comment with regard to such undertaking; and

WHEREAS, GSA has determined that the Area of Potential Effect for the undertaking (the "APE"), as defined in 36 C.F.R. § 800.16(d), to be the area bounded by the Cedar River between the 8th Avenue Bridge and the southern tip of May's Island east along 6th Avenue to 3rd Street, south to the railroad tracks southeast of 8th Avenue to the river, described in greater detail in **Attachment C**, attached hereto and incorporated herein by reference; and

WHEREAS, GSA has prepared an assessment of known and potential archeological sites, which includes documentation that soils on the Site were excavated, thermally treated and replaced during remedial action in 1999, and an assessment of known and potential architectural resources within the APE, and has submitted the resulting document entitled "Cultural Resources Survey: Proposed Federal Building and U.S. Courthouse Cedar Rapids, Iowa" (Howard R. Green Company, 2003) to the SHPO and the SHPO has reviewed and approved the document; and

WHEREAS, GSA completed an Environmental Assessment of the Site in April 2003 in accordance with the National Environmental Policy Act of 1969, as amended, and will issue a mitigated Finding of No Significant Impact; and

WHEREAS, GSA has assessed the visual impact of the proposed construction of the New Courthouse upon the May's Island Historic District and has determined that no adverse effects would result therefrom and the SHPO and ACHP have reviewed and concurred with GSA's determination; and

WHEREAS, GSA has determined that the property exchange and proposed construction of the New Courthouse may have an adverse effect on the Old Courthouse and the unevaluated river wall (designated 13LN821 by the SHPO) and will have an adverse effect on the Cedar Rapids and Marion City Railway Car barn ("**Carbarn**"), the latter two properties having been determined eligible for listing in the National Register; and

WHEREAS, GSA has determined that it is not feasible to incorporate any portion of the Carbarn into the design for the New Courthouse; and

WHEREAS, the City's plans for the downtown redevelopment require the Carbarn to be demolished by 2001 Development Corporation, the current owner, prior to transferring ownership of the Site to the City; and

WHEREAS, by letter dated November 21, 2005, a copy of which is attached hereto as **Attachment D** and incorporated herein by reference, 2001 Development Corporation advised the City that it has complied with all federal and state preservation requirements regarding the building and intends to commence demolition of the Carbarn promptly; and

WHEREAS, pursuant to 36 C.F.R. § 800.3, GSA invited the SHPO, ACHP, the City, and recognized tribes in the region to participate in the consultation process; and

WHEREAS, GSA has consulted with the SHPO, ACHP, the City, and the following recognized tribes: the Iowa Tribe of Oklahoma; the Iowa, Kansas-Nebraska Executive Committee; the Iowa Tribe of Nebraska and Kansas, Omaha Tribal Council; the Osage Nation; the Otoe-Missouria Tribe; the Pawnee Tribe of Oklahoma; the Peoria Tribe of Indians of Oklahoma; the Ponca Tribe of Indians of Oklahoma; the Ponca Tribe of Nebraska; the Prairie Band Potawatomi Nation Tribal Council; the Citizen Potawatomi Nation; the Sac & Fox Nation of Mississippi in Iowa; the Sac and Fox Nation of Missouri Tribal Council; the Sac and Fox Nation of Oklahoma; the Winnebago Tribal Council; the Ho-Chunk Nation of Wisconsin and the Yankton Sioux Tribe, in accordance with Section 106 of the NHPA and its implementing regulations to mitigate the adverse effects of this undertaking on historic properties; and

WHEREAS, GSA has received responses from the Sac & Fox Nation of Missouri in Kansas and Nebraska; the Peoria Tribe of Indians of Oklahoma; the Osage Tribal Council; and the Winnebago Tribal Council (Winnebago Tribe of Nebraska), each requesting to be notified if human remains and/or artifacts are found during activities related to this undertaking; and

WHEREAS, GSA has invited the SHPO, ACHP and the City to execute this MOA.

NOW, THEREFORE, GSA, the SHPO, ACHP, and the City agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effects of this project on historic properties and to satisfy GSA's Section 106 responsibilities for all aspects of the project until this MOA expires or is otherwise terminated.

STIPULATIONS

To mitigate the adverse effects of the proposed undertaking in accordance with 36 C.F.R. § 800.6, the parties agree to the following stipulations:

ARTICLE I

REDEVELOPMENT OF OLD COURTHOUSE

A. The City shall ensure that any process for selecting developers or future transferees assuming responsibility for the Old Courthouse rehabilitation and adaptive use shall provide that consideration shall first be given to qualified entities demonstrating successful experience with historic building adaptive use projects; provided, however, that the City may select a developer or transferee that individually does not possess the requisite historic preservation experience if the developer or transferee is otherwise highly qualified and the developer's or transferee's team members meet the minimum historic development experience and capabilities described below. Successful experience shall be demonstrated in visual and descriptive documentation of projects

consistent with *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (U.S. Department of the Interior, National Park Service, 1992) as the same may be amended from time to time (the "**Secretary's Standards**"), which either:

1. received federal, state or local preservation tax credits, such as those provided under the federal Rehabilitation Tax Credit program or the Iowa Preservation Tax Credit program;
2. received a no adverse effect determination (or mitigated adverse effect as established in a SHPO-approved Memorandum of Agreement) under Section 106 of the NHPA or a comparable state or local preservation review process for projects receiving government funding or assistance: or
3. received approval through a local historic area work permit review process, such as that required for alterations within Cedar Rapids' four historic districts, including at least one project with an interior preservation component.

B. The submission process shall provide for consultation by the City, or any successor owner of the Old Courthouse, with the SHPO and the Cedar Rapids Historic Preservation Commission during development of the solicitation and in advance of any selection. The developer or any subsequent transferee shall be selected by the City, or any successor owner of the Old Courthouse, which selection shall be subject to the review and approval of the Cedar Rapids Historic Preservation Commission. The City, or any successor owner of the Old Courthouse, shall provide prompt notice to the SHPO of the selected entity. In the event that no acceptable offers are received from entities meeting the minimum qualifications set forth above, the City may take into consideration such otherwise qualified entities demonstrating successful experience with comparable historic building adaptive use projects for compatible uses enabling preservation of the building's character-defining qualities. Such successful experience shall be demonstrated in verifiable, visual and narrative documentation illustrating projects consistent with the Secretary's Standards and state, local and federal preservation review requirements and made available for public review and comment on-line through the City's internet website and at City Hall.

C. In all events, the City, or any successor owner of the Old Courthouse, shall require all developers or future transferees to retain an historic preservation architect who meets the minimum qualifications for historical architects and architectural conservators as set forth in the Secretary of the Interior's Professional Qualification Standards in conformance with 36 C.F.R. § 61.4 and 36 C.F.R. Part 61, Appendix A, Professional Qualifications ("**Historic Architect Standards**") to oversee design and construction of the alterations affecting the Old Courthouse's exterior or historically significant interior spaces. Such individual shall be approved by the SHPO prior to formal acceptance of an offer by the City. All architectural work to be done in connection with any development, adaptive use, or rehabilitation of the Old Courthouse will be conducted or directly overseen by an architect who meets the Historic Architect Standards.

D. Documents governing subsequent transfers of the Old Courthouse must include similar process controls to ensure the selection of compatible uses and qualified entities to oversee the long-term stewardship of the Old Courthouse. Such documents shall also provide for

review and approval by the SHPO and the Cedar Rapids Historic Preservation Commission of plans for alterations affecting the Old Courthouse's character-defining spaces, features or qualities.

E. GSA will cooperate with the City by sharing information and best practices that might assist in the development of a nationwide search for potential developers of the Old Courthouse. In the event the Old Courthouse remains vacant after two years from the date GSA conveys title to the City, the parties to this MOA shall convene to review the requirements set forth in the Conservation Easement.

ARTICLE II

EFFECTS OF UNDERTAKING ON CEDAR RAPIDS AND MARION CITY RAILWAY CARBARN AND RIVER WALL

A. In connection with the design and construction of the New Courthouse, GSA determined that it is not feasible to retain and incorporate any portion of the Car barn into the project. Prior to demolition of the Car barn, GSA or the City shall cause the following to occur:

1. Recordation. Photographs and preparation of a detailed narrative of the property completed in accordance with the documentation specified by the SHPO in the Iowa Historic Property Study: Transportation Building, attached hereto as **Attachment E** and incorporated herein by reference.

2. Salvage of Materials. In accordance with the Cedar Rapids Historic Preservation Commission's Resolution of August 26, 2004, attached hereto as **Attachment F** and incorporated herein by reference, the City shall remove for preservation selected elements of the Car barn, as shown in photographs in **Attachment G**, attached hereto and incorporated herein by reference, including:

- a. "Office" lintel block above the west entrance door;
- b. Six to ten feet of railway track; and
- c. Representative bricks (approximately 50-100).

3. Distribution of Documentation. In accordance with the Cedar Rapids Historic Preservation Commission's Resolution of August 26, 2004, GSA prepared a public outreach document using historical research prepared by Tallgrass Historians, L.C., entitled "The Cedar Rapids and Marion City Railway Car barn," which was reviewed, commented upon and approved by the SHPO. GSA will provide copies of the final document to the City and the SHPO for distribution and GSA will provide one reproducible document master to the City. A total of 1,000 copies of the public outreach document will be printed by GSA for public distribution at City Hall, Public Libraries and the History Center in Cedar Rapids, with 50 of those copies provided to the SHPO for use and distribution. Additionally, the City will post an electronic copy of the document on the City's web site for public access.

B. The unevaluated river wall is located within the APE, but outside of the boundaries of the Site, and will not be affected by construction activities relating to the New Courthouse. For the purposes of this MOA, the river wall will be treated as if it were eligible for listing in the National Register and will be re-evaluated by GSA should it be affected by future GSA-related construction activities. To avoid any impact on the river wall, construction activities for the New Courthouse will be confined to the Site and will not affect the river wall. The impact of other future construction activities along the east bank of the Cedar River will be addressed at the appropriate time by the responsible federal agency having jurisdiction over a proposed federal or federally-assisted undertaking.

ARTICLE III

CONVEYANCE OF OLD COURTHOUSE

A. GSA shall ensure that the document transferring ownership of the Old Courthouse to the City provides for the preservation and maintenance of the historically or architecturally significant portions or elements of the Old Courthouse consistent with the terms of the Conservation Easement, a copy of which is attached hereto as **Attachment H** and incorporated herein by reference. GSA will also require that this provision be included in subsequent transfers of the Old Courthouse. Promptly upon execution of the Conservation Easement, the City shall pay, or cause to be paid, Ten Thousand Dollars (\$10,000) to the SHPO to provide for permanent monitoring of the Conservation Easement.

B. GSA shall manage, repair, preserve, and maintain the Old Courthouse in accordance with GSA's currently applicable maintenance program, including any repairs and maintenance required by reason of casualty, until such time as the Old Courthouse is conveyed to the City.

C. GSA shall convey the Old Courthouse to the City following completion of construction of the New Courthouse and final tenant move-in. The City shall convey title to the Site for the New Courthouse to GSA upon notification from GSA that Congress has appropriated the necessary funding for the New Courthouse construction.

ARTICLE IV

UNEXPECTED DISCOVERIES DURING CONSTRUCTION

A. In accordance with 36 C.F.R. § 800.13, GSA will provide for the protection, evaluation and treatment of any historic property discovered prior to or during construction of the New Courthouse. GSA will use an individual who meets, at a minimum, the professional qualification standards in archaeology set forth in the Secretary of the Interior's Professional Qualification Standards to monitor all ground disturbing activities. Should a discovery occur, GSA will notify the SHPO and ACHP within two (2) calendar days in accordance with 36 C.F.R. § 800.13 to develop and implement an appropriate treatment plan prior to resuming construction operations in the vicinity of the discovery.

B. All materials and records resulting from the data recovery shall be curated in accordance with 36 C.F.R. Part 79 by an institution or organization selected by GSA in consultation with the SHPO and any reports generated shall be prepared according to the

Department of the Interior's Format Standards for Final Reports of Data Recovery Programs (42 FR 537-79).

C. In the event that human remains or burials are encountered during archaeological investigations or construction activities, GSA shall cease all ground disturbing activities in the immediate area and take appropriate steps to secure the identified archaeological site and notify officials at the Burials Program at the Office of the State Archaeologist or the Iowa Department of Health.

1. If the remains appear to be ancient (i.e., older than 150 years), the Burials Program at the University of Iowa Office of the State Archaeologist shall have jurisdiction to ensure compliance with Iowa law (Chapters 263B and 716.5 of the Iowa Code), the Native American Grave Protections and Reparations Act ("NAGPRA") and the implementing regulations (43 C.F.R. Part 10). In keeping with the policy and procedures of the Burials Program, the disposition of the remains will be arranged in consultation with the culturally affiliated tribe(s) determined to be lineal descendants following the provisions of NAGPRA (25 U.S.C. 3001 through 3005) or, if the affiliation is not known, the Indian Advisory Council to the University of Iowa Office of the State Archaeologist.

2. If the remains appear to be less than 150 years old, the burial is legally protected under Chapters 144.34, 566 and 716.5 of the Iowa Code and falls under the jurisdiction of the Iowa Department of Public Health.

D. Any disputes regarding the evaluation or treatment of unexpected or inadvertent discoveries shall be resolved in accordance with Article VII.

ARTICLE V

DURATION

This MOA will be void if funds for construction of the New Courthouse are not appropriated by Congress within five (5) years from the date of this MOA. Prior to such time, GSA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Article VIII, below. The current project schedule for the New Courthouse is attached hereto as **Attachment I** and incorporated herein by reference.

ARTICLE VI

MONITORING AND REPORTING

Each year following the anniversary of the execution of this MOA, until GSA and the SHPO agree in writing that the terms of this MOA have been fulfilled, GSA shall provide all signatory parties to this MOA a summary report describing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered and any disputes or objections received in GSA's efforts to carry out the terms of this MOA. The annual reporting requirement shall commence upon the first-year anniversary of the effective date of this MOA.

ARTICLE VII

DISPUTE RESOLUTION

A. Should any signatory to this MOA object in writing to GSA regarding any action proposed to be or carried out with respect to the undertaking or implementation of this MOA, GSA shall consult with the objecting party to resolve the objection. If, after initiating such consultation, GSA determines that the objection cannot be resolved through consultation, GSA shall forward all documentation relevant to the dispute to ACHP, including GSA's proposed response to the objection. Within thirty (30) days after receipt of all pertinent documentation, ACHP shall exercise one of the following options:

1. Consult with the objecting party, and with other parties as appropriate, to resolve the dispute;
2. Provide GSA with recommendations, which GSA shall take into account in reaching a final decision regarding the dispute; or
3. Notify GSA that the dispute will be referred for comment pursuant to 36 C.F.R. § 800.7(a)(4) and proceed to refer the dispute for comment. GSA shall take the resulting comment into account in accordance with 36 C.F.R. § 800.7(c)(4) and Section 110(l) of the NHPA, 16 U.S.C. § 470h-2(l).

B. Should ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, GSA may assume ACHP's concurrence in its proposed response to the objection.

C. GSA shall take into account any ACHP recommendation or comment provided in accordance with this Article VII with reference only to the subject of the dispute. GSA's responsibility to carry out all other actions under this MOA that are not the subject of the dispute shall remain unchanged and in full force and effect.

ARTICLE VIII

AMENDMENT AND TERMINATION

A. Any signatory may request that this MOA be amended, whereupon the parties to this MOA will consult in accordance with 36 C.F.R. § 800.6(c)(7). This MOA may be amended or modified only by a written instrument executed by all of the parties to this MOA, and/or their respective successors and assigns.

B. Any signatory may terminate this MOA by providing thirty (30) calendar days advance written notice to the other signatories, provided that the signatories consult during the thirty (30) calendar day notice period to seek agreement on amendments or other actions that would avoid termination. In the event of termination, GSA will comply with 36 C.F.R. § 800.3 through 800.7(c)(3), with regard to individual actions covered by this MOA.

ARTICLE IX

MISCELLANEOUS

A. Any notice or other communication under this MOA required or permitted to be given by the parties shall be sufficiently given or delivered if dispatched by hand, by certified mail, return receipt requested, or by overnight delivery service with confirmed receipt, addressed as follows:

In the case of a notice or communication to GSA:

U.S. General Services Administration
1500 East Bannister Road
Kansas City, Missouri 64131
Attn: Regional Historic Preservation Officer

With courtesy copies to:

U.S. General Services Administration
1500 East Bannister Road
Kansas City, Missouri 64131
Attn: Regional Counsel

U.S. General Services Administration
Room 3344
1800 F Street, NW
Washington, DC 20405
Attn: Federal Preservation Officer

In the case of a notice or communication to the SHPO:

Iowa State Historic Society
State Historic Preservation Office
600 East Locust Avenue
Des Moines, Iowa 50319-0290
Attn: Section 106 Review & Compliance Coordinator
R & C No. 011157049
Phone: (515) 281-8743
Fax: (515) 281-0502

In the case of a notice or communication to ACHP:

Advisory Council on Historic Preservation
The Old Post Office Building
1100 Pennsylvania Avenue, NW
Washington, D.C. 20004-2501
Attn: Executive Director

In the case of a notice or communication to the City of Cedar Rapids, Iowa:

Mayor's Office
City of Cedar Rapids
50 2nd Avenue Bridge
Cedar Rapids, IA 52401

or to such other address as any party from time to time shall designate by written notice to the others.

B. All historical, archaeological, architectural history, architectural, and historic architectural work carried out pursuant to this MOA shall be conducted by or under the direct supervision of an individual or individuals who meets, at a minimum, the applicable Secretary of the Interior's Professional Qualifications Standards for conducting the appropriate work (48 FR 44738-9, September 29, 1983).

C. GSA shall not alter any plan, scope of services or other document that has been reviewed and commented on pursuant to this MOA, except to finalize the documents commented on in draft, without first affording the parties to this MOA an opportunity to review the proposed change and determine whether it shall require that this MOA be amended.

D. GSA and the SHPO shall coordinate on the release of any information to any and all media outlets regarding the historic properties determined to be eligible for listing in the National Register and applicable issues pertaining to recordation and demolition, including, but not limited to, the preparation of press releases and responses to inquiries.

E. This MOA may be executed in multiple original counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same agreement.

F. The term "**parties**" or "**parties to this MOA**" shall mean the signatories to this MOA.

G. All periods for performance specified in this MOA in terms of days shall be calendar days, and not business days, unless otherwise expressly provided in this MOA. A performance date that falls on a Saturday, Sunday or national holiday is deemed extended to the next working day.

H. This MOA shall become effective upon its execution by all of the parties to this MOA.

Execution of this MOA and implementation of its terms evidences that GSA has afforded ACHP a reasonable opportunity to comment on the undertaking and its effects on historic properties and that GSA has taken into account the effects of the undertaking on historic properties.

The parties hereto execute this MOA on the dates hereinafter identified.

[Signatures appear on following page]

**U. S. GENERAL SERVICES
ADMINISTRATION**

Date: _____

By: _____
Bradley M. Scott
Regional Administrator

Concurrence:

Date: _____

By: _____
Sylvia R. Augustus
Regional Historic Preservation Officer

Date: _____

By: _____
Rolando Rivas-Camp
Federal Preservation Officer

**ADVISORY COUNCIL
ON HISTORIC PRESERVATION**

Date: _____

By: _____
John M. Fowler
Executive Director

**IOWA STATE HISTORIC PRESERVATION
OFFICE**

Date: _____

By: _____
Lowell J. Soike
Deputy State Historic Preservation Officer

CITY OF CEDAR RAPIDS, IOWA

Date: _____

By: _____
Paul D. Pate
Mayor, City of Cedar Rapids, Iowa

Attest:

By: _____
Ann Ollinger
Cedar Rapids City Clerk

ATTACHMENT A

Legal Description of the Old Courthouse

Legal Description of the United States Courthouse at 101 First Street S.E. is:

All that part of Commercial Block, Cedar Rapids, Linn County, Iowa, described as follows:

Beginning at the Northeasterly corner of said Commercial Block, on the Southerly line of First Avenue East, thence South $51^{\circ} 12' 31''$ West (assumed bearing for this description) 159.90 feet along the said Southerly line to a point of intersection with the Northeasterly edge of the coping of the existing river wall; thence South $41^{\circ} 18' 12''$ East 300.83 feet along the Northeasterly edge of the said coping to a point of intersection with the Northerly line of Second Avenue East; thence North $51^{\circ} 11' 31''$ East 146.72 feet along the said Northerly line to a point of intersection with the Westerly line of First Street Southeast; thence North $38^{\circ} 47' 29''$ West 300.50 feet along the said Westerly line to the point of beginning. This description contains 46,073 square feet, more or less, and is subject to any easements and restrictions of record.

Plat attached on following page.

o.k.

COMMERCIAL BLOCK
IN THE
ORIGINAL TOWN OF
CEDAR RAPIDS, IOWA.

Sewer, water, gas mains, etc.
are in streets.

Property line is building line.
Crosses for reference to corners
are cut in sidewalk.

All street center lines are produced from monuments of record in the office of the City Engineer, and no buildings on adjacent property project over the Government property lines, and there are no other obstructions except proposed river retaining wall as shown. Signed this 30th day of Jan. 1930.

J. R. Warriner

Civil Engineer.

Cedar Rapids, Iowa.

THIS IS TO CERTIFY that I have seen the monuments marked on this plat and that they consist of crosses cut in concrete walks, iron rods, and nails as shown on this plat.

Signed this 30th day of Jan. 1930.

Ch. H. H. H.
Postmaster, Cedar Rapids, Ia.

I HEREBY CERTIFY that the street and lot lines shown on this plat are as shown by the records of the City of Cedar Rapids and Linn Co., Iowa. Signed this 30th day of Jan. 1930.

Signed this 30th day of Jan. 1930.

W. E. Jones
City Engineer
Cedar Rapids, Iowa.

I. P. Cen. InterSec.
of 3rd Ave.

[illegible]

This survey agrees with the deeds. L+R-7-2-31.

ATTACHMENT B

Photographs of the existing U.S. Courthouse, 101 First Street S.E., Cedar Rapids, IA





ATTACHMENT C

Map of APE (Area of Potential Effect)

[Excerpted from "Cultural Resources Survey," April 2003, by URS]

The area of potential effect (APE) for archaeological resources is the approximately 5.5 acre area that would be impacted by the construction of the proposed courthouse (see Figure 1-1). The archaeological APE is bounded on the northwest by 7th Avenue, on the southeast by 8th Avenue, on the northeast by 2nd Street, and on the southwest the Cedar River. The current project description does not anticipate construction activity west of the river trail along the top of the river bank; however, landscaping may be done on the riverbank. Therefore, the archaeological APE extends to the shore of the Cedar River.

As shown on Figure 1-5, the area of potential effect for historic buildings is an area of approximately 6 square blocks that could either be directly impacted by the proposed construction or be impaired by the visual intrusion of a major new structure in an otherwise historic setting. The approximate visual APE is roughly bounded by the Cedar River between the 8th Avenue Bridge and the southern tip of May's Island, east along the Cedar Rapids Library to 3rd Street, south to the railroad tracks southeast of 8th Avenue to the river.

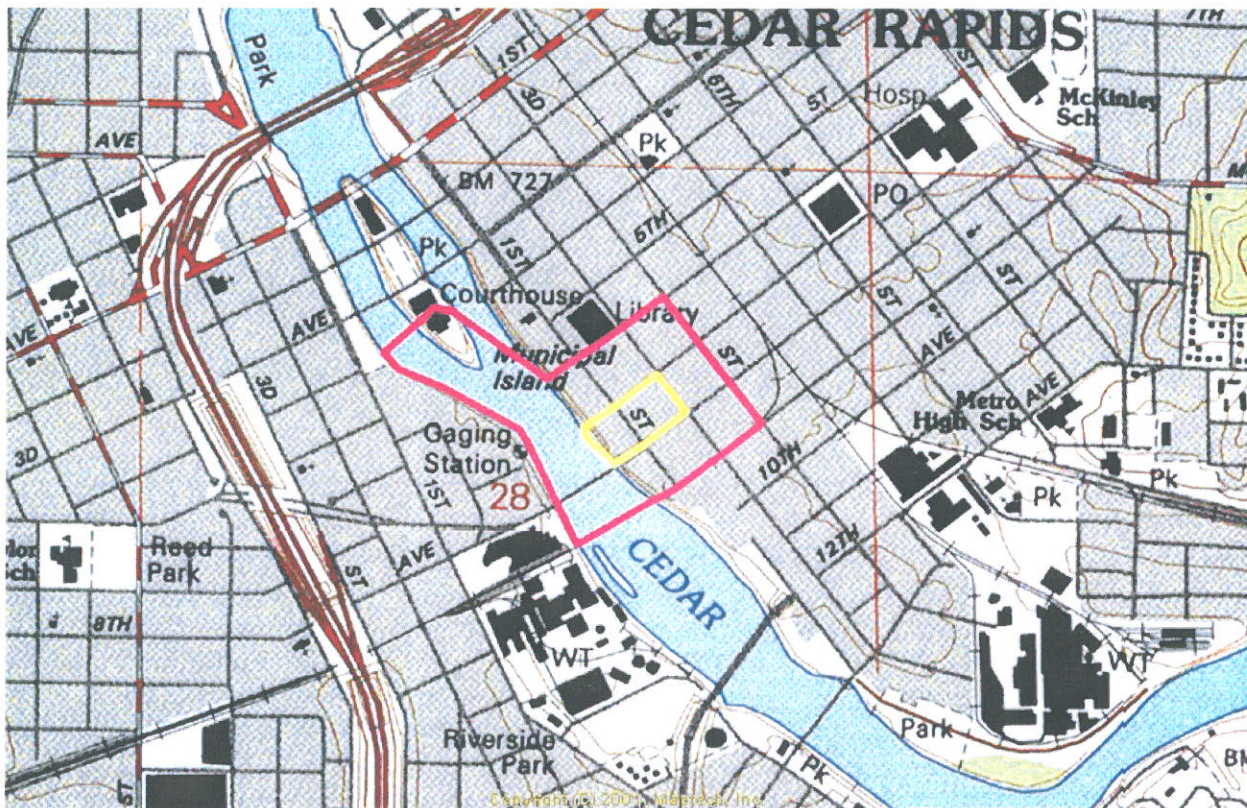


Figure 1-5

ATTACHMENT D

2001 Development Corporation Letter

2001 DEVELOPMENT CORPORATION

Board of Directors

Thomas M. Collins
Steven F. Dummermuth, Sr.
Joe Hladky
Scott McIntyre, Jr.
Clark E. McLeod
Marc Tanenberg

Thomas L. Aller
Executive Vice President

November 21, 2005

Mayor and City Council
City of Cedar Rapids
50 Second Avenue Bridge
Cedar Rapids, IA 52401

RE: MidAmerican Gas Company Building

Gentlemen:

As you well know, 2001 Development Corporation is the owner of the real property where the former MidAmerican Energy Company maintenance facility is located adjacent to First Street and Seventh Avenue, S.E. in Cedar Rapids.

The long-standing agreement between 2001 Development Corporation and the City regarding this property contemplates the transfer of the real property to the City for its use. That agreement also contemplates the demolition of the building on the property. 2001 has complied with all federal and state preservation requirements regarding the building and the property and intends to promptly commence demolition of the building.

If you have any questions, please let me know.

Sincerely,



Thomas L. Aller
Executive Vice President

cc: Jim Flitz
Doug Wagner
William Prowell

ATTACHMENT E

The following is the guideline provided by Barbara A. Mitchell, Architectural Historian, State Historic Preservation Office, State of Iowa, on February 9, 2004, for use in preparing the Iowa Historic Property Study for the Cedar Rapids and Marion City Railway Car barn.

Iowa Historic Property Study: Transportation Building

The documentation identified below is for a transportation building of state and/or local significance. This includes buildings related to rail, auto, air, or water transport. It is to be written for a broad public audience—simple, direct, and free of technical and academic jargon—with the information presented (i.e., edited, cataloged and packaged) in accordance with State Historical Society of Iowa guidelines. The character of the documentation produced—its content, quality, materials, and presentation—will meet the Secretary of Interior's four standards for architectural and historical documentation (48 FR 44731).

The purpose of the report will be to place the transportation building in architectural and historical perspective, explaining how its story played out against the background of transportation use and design at related local, state or national trends. The research emphasis will be placed on recovering information about the evolution of the building and its uses in relation to the context of the area's transportation history based on primary sources to the greatest extent possible. Thus, the weight of total effort is to be given not to elaborate architectural description or photography, but on amplifying what is known about the building and its past uses and occupants as grasped through research in local archives, courthouse records, and with persons knowledgeable about the building's past. The test of responsiveness to documentation projects under this historic property study series will be more on the depth of local historical sources consulted than on the numbers of site photographs produced.

The documentation prepared for the purpose of inclusion in the State Historical Society of Iowa's records must meet the requirements below. The Society retains the right to refuse to accept documentation for inclusion in its collections when that documentation (edited, cataloged, and packaged) does not meet requirements as specified below.

Kinds of Documentation to be Gathered:

1. *Iowa Site Inventory Number, Historical Architectural Data Base Number, and Photograph (black and white film roll number and color slide sheet) Numbers:* Three kinds of project reference numbers are to be obtained from the statewide inventory coordinator at the State Historical Society's historic preservation office. The first is the Iowa Site Inventory Number, which can be assigned upon providing a specific street address in a town or city or, for rural areas, its quarter section, township and range. This number would be cited in the report, appear on reference maps and site plans, and be identified on photographic prints, slides, etc. The second number refers to the number assigned for entering this report into the state's Historic Architectural Data Base (HADB) through completing the HADB form for inclusion in the appendix. The third class of numbers are film roll numbers and color slide 20-slot sheet number to be obtained from the State Historical Society's Inventory Coordinator so that images can be cataloged into the agency's file system and cross-referenced to Iowa Site Inventory Forms.

2. *Photographs*: Unless stipulated elsewhere, the coverage will be field photography, with each view taken in both 35mm black and white film and Kodachrome-64 color slides. The black and white photographs shall be on fiber-based papers or on resin-coated papers of double or medium-weight paper that have been processed in trays in order to meet guidelines outlined in National Register Bulletin 16A. The documentation is to meet requirements for ready inclusion in the records of the State Historical Society of Iowa. The purpose of the number and kind of views taken will be to sufficiently illustrate what is significant or valuable about the building and any associated structure(s) as if one were intending the views to be used in a brief visual presentation on the character of the site. For each transportation element, the following views will be minimally taken:

a. Overall site. At least two contextual views showing the placement of the building on the landscape.

b. Transportation Building. Approximately seven to ten photographs. This embraces exterior perspective views, including a general view from the distance showing its environment, landscaping, and relationship to adjacent properties, and views of significant interior or exterior details. For the interior, include views that reveal the method of framing (if accessible), unusual methods of fastening or joining frame members, and other details or equipment that help impart its construction history.

c. Other outbuildings and structures, if any. Views showing each exterior facade plus, if noteworthy, significant interior or exterior details.

3. *Available historic photographs or illustrations* that reveal the property or associated individual buildings under construction, improvement, in later use, or as shown in an advertisement or architectural plan will be selected and appropriately reproduced.

4. *Drawings*: Unless stipulated elsewhere, the standard coverage will comprise straightforward, one-line drawings no larger than 11 x 17 inches in size showing elements in correct relation and proportion to one another, with label, north arrow, overall dimensions, and the date sketched.

The drawings include:

a. A site map, which can be adapted from a city plat or Sanborn insurance map that shows the location and footprint of the building on the parcel in relation to driveways and the public road (including north arrow).

b. Building floor plan showing the organization and arrangement of spaces, including exterior dimensions.

5. *Narrative Report* printed on archival bond paper of approximately eight to ten pages with statements within the narrative footnoted as to their sources, where appropriate. The format for presentation is stated below.

Format for the Narrative Report:

Cover Page:

Includes report title, governmental entity or source of support for sponsoring the survey, author/authors, name of affiliated firm or research organization, date of report.

Acknowledgments (if applicable):

This might include acknowledgment of valuable oral informants, or recognition of those who provided useful research leads, or tendered special library assistance or helped locate and access useful courthouse archives.

Table of Contents

Introduction:

The project's purpose is described, including the time frame when research and fieldwork occurred, and limitations of the project.

Part I: The Transportation Building Today takes the reader to the property, describing where it is situated, its general appearance and arrangement, and important physical characteristics of its setting, buildings, and landscape features that have influenced the way things developed.

Part II: Historical Background steps back to explain how the transportation building fits into the development of its surrounding neighborhood and section of the town. This would identify when and why the building was erected with respect to the platted area's development, by whom, and its part in the shifting transportation patterns of the vicinity. Included here might be attention to if it is located in proximity of an earlier, outdated, mode of transportation or if it represented increasing use or innovative changes to the method of transportation that it represents.

Part III: Construction history documents the specific physical evolution of this transportation property and its leading periods of construction activity, major changes in the property and associated structures, or when new elements were introduced. The discussion would also note specific features that the building or its associated facilities share with other known properties (e.g., similarities in plan, materials, construction techniques, and subsequent alterations).

Part IV: Significance of the property explains ways that the transportation property has interpretive value to understanding local or state development, or of how the frequency, arrangement, construction dates, and type of building illustrates something important about the evolving transportation architecture of the area. Included here might be mention of past publicity given the property or of how its building(s) illustrate new, innovative, or typical design practices and uses of material. Photographs, illustrations, or site plan may be integrated into the narrative as needed to help convey the property's interpretive value. In evaluating the life of the transportation property, attention might be paid to:

Changes in ownership, management, or internal organization of the business;

The introduction of new modes of transportation at the site and their effects on the building and surrounding area;

The introduction of new technologies and innovations that affect the form of transportation and their effects on the building and transportation throughout the community or vicinity;

Site constraints and opportunities (e.g., obstacles that affected design or limited expansion, convenience to other methods transportation and commercial, industrial, business, and/or residential areas;

Community incentives offered to promote transportation development of this site;

Sequence of construction, alterations, additions, replacement, demolition, or losses due to fire or other man-made or natural disasters at the site;

Individuals who designed, engineered, or built the transportation building, including whether it was a company stock plan or a unique or local design;

Materials and methods used in construction, including whether there were any unique construction methods;

Form that the building took in relation to its function and similarities in plan to others then in use;

The relative importance of individual buildings at the site to the transportation building's activities, with the least important meriting minimal study and documentation;

Part V: Reference Sources. A paragraph or two about the quality and quantity of information consulted, its location, noting any conflicts in source materials, their accuracy, biases or noteworthy historical perspectives. This would be followed by a bibliography of the reference source materials.

Part VI: Appendices. The information here—if not placed elsewhere in the report—would include, but not be limited to, the following:

1. A drawing of the site plan showing the transportation property's relation to its immediate landscape configuration.

2. Map(s) showing location in county/town, changes in property size, etc.

3. A 5" x 7" enlargement of each black and white view taken to satisfy specifications above, arranged sequentially, from the most general view to the most detailed view. Each is to be labeled on the back as to building/structure name, view taken, and roll/frame number with a No. 1 (soft) pencil, and placed in Print-File (57-4P), or equivalent, sleeve.

4. A "Photograph Catalog Field Sheet" completed for each sleeve of black and white negatives and color slides.

5. Negatives of 35mm (ASA 125 or less) black and white film in Print-File (35-7B), or equivalent, sleeves.

6. A contact print sheet for each roll of black and white film placed in a Print-File (810-1B), or equivalent, sleeve.

7. Kodachrome-64 slides properly labeled (property name, Iowa Site Inventory number, and Slide sleeve number/slot number) and placed in Print-File (2x2-20B), or equivalent, 20-slot sheet sleeves.

8. Completed Iowa Historical Architectural Data Base (HADB) form.

9. Other relevant information (e.g., photocopy of biographical information about a noteworthy owner, architect or builder associated with the building, other sketch plans and drawings that were not integrated into the report).

ATTACHMENT F

**Cedar Rapids Historic Preservation Commission Resolution
Resolution Adopted on August 26, 2004**

Sent By: City of Cedar Rapids;

319 286 5141;

Sep-1-04 9:10;

Page 2/2

**CEDAR RAPIDS HISTORIC PRESERVATION COMMISSION RESOLUTION
Resolution adopted on August 26, 2004**

**RESOLUTION CONCERNING HISTORIC RESOURCES MITIGATION MEASURES FOR NEW
FEDERAL COURTHOUSE CONSTRUCTION PROJECT IN CEDAR RAPIDS, IOWA**

WHEREAS, the construction of a new federal courthouse at 8th Avenue SE and 1st Street SE in Cedar Rapids, Iowa, will require the demolition of a building with historical significance at 720 1st Street SE currently used by Mid-America Energy and formerly known as the "Cedar Rapids and Marion City Car barn," and

WHEREAS, the Cedar Rapids Historic Preservation Commission had recommended by resolution adopted on February 26, 2004 that prior to the commencement of demolition activities, the Commission be provided an opportunity to undertake an onsite inspection of the "Car barn" to suggest artifacts to be preserved for the purpose of building an exhibit to commemorate the history of the MC & CR Interurban, and that said inspection was conducted by representatives of the Commission on August 11, 2004, now therefore

LET IT BE HEREBY RESOLVED that the Cedar Rapids Historic Preservation Commission agrees to the list of items selected for salvage which include 6-10 feet of railway track, the office entrance block, and representative (approximately 50-100) brick from the building, which are to be given to the City of Cedar Rapids, and

AND LET IT BE FURTHER RESOLVED that the Commission has approved in principle the publishing of a brochure on the "Car barn" to be printed and distributed for public education on the history of the Marion City and Cedar Rapids Railway.

Passed this 26th day of August, 2004.

Voting for: Terri Breheny, Francis Camizzi, Kathy Maddigan, Joe Nosek, Ann Tow, and Mark Hunter

Voting against: None

Attest:

Terri Breheny Secretary
Terri Breheny

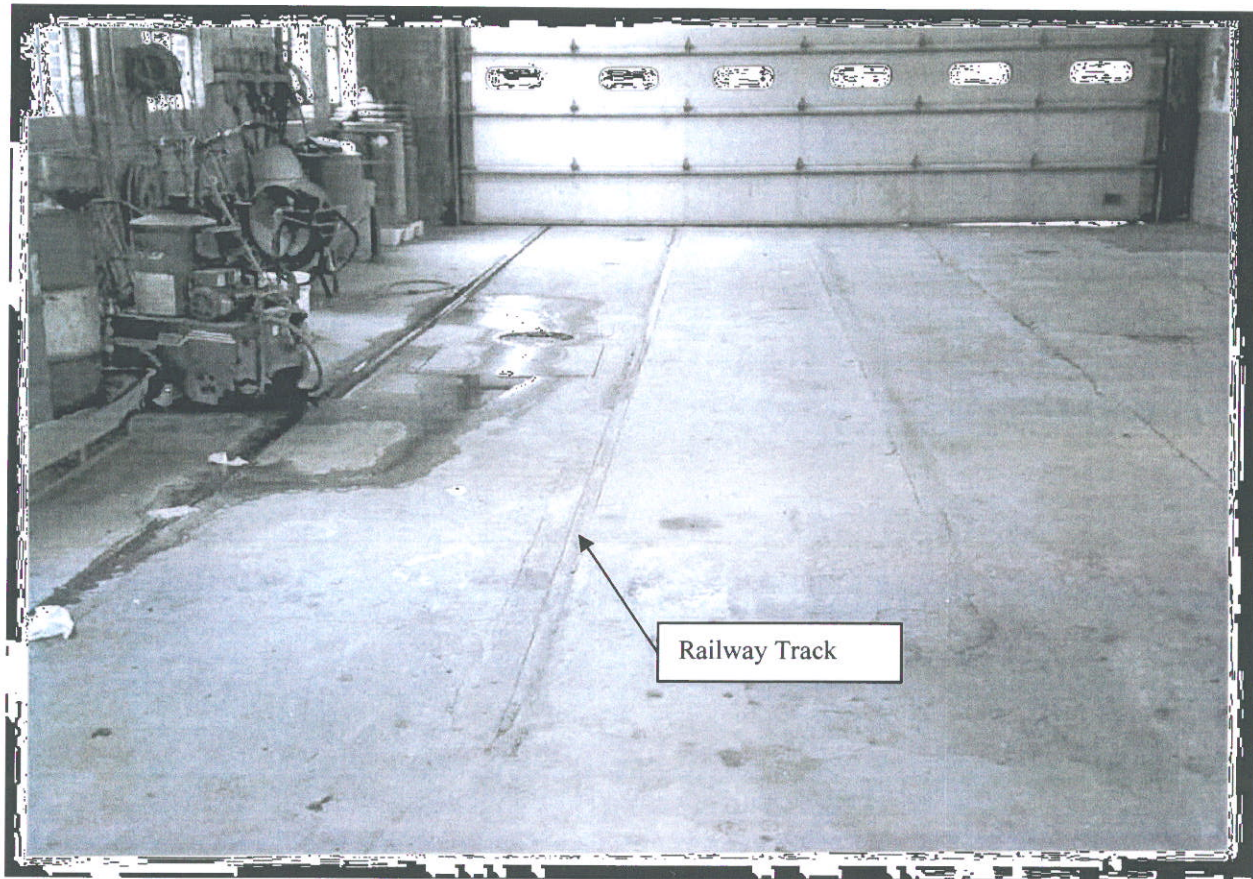
F. Joseph Nosek Chair
Joseph Nosek

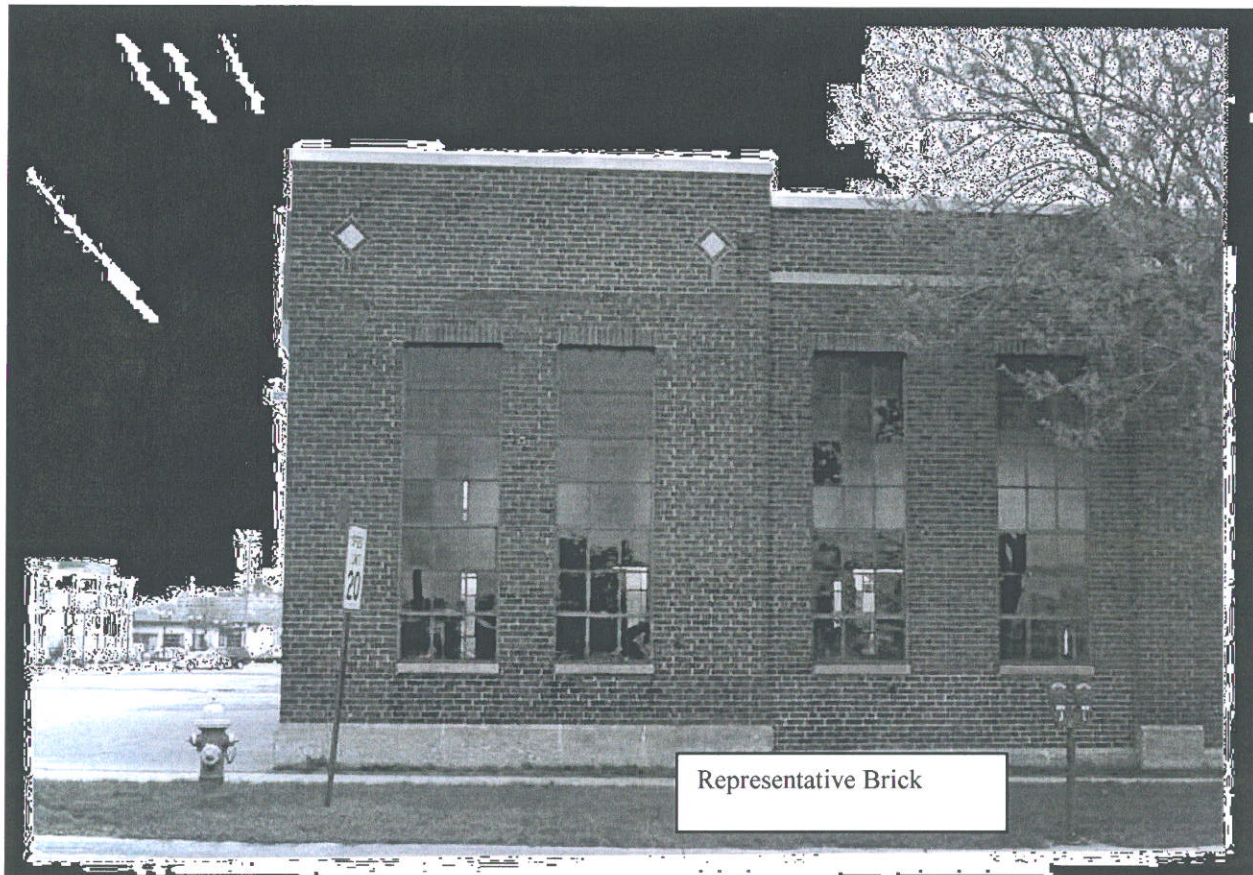
Date: August 31, 2004

ATTACHMENT G

Photographs of Salvage Items In-Situ from CR&MC Railway Car barn







ATTACHMENT H
CONSERVATION EASEMENT AGREEMENT

Preparer: Michael H. Smith, Assistant Attorney General, PH: 515-281-5263; FAX: 515-242-6072
IOWA DEPARTMENT OF JUSTICE, Lucas Building, Room 018, Des Moines, IA 50319

After recording, return original to Preparer

**CONSERVATION EASEMENT AGREEMENT
FOR PRESERVATION OF THE UNITED STATES COURTHOUSE**

THIS CONSERVATION EASEMENT AGREEMENT ("Easement") is made and entered into as of this _____ day of _____, 20____, by and between the **CITY OF CEDAR RAPIDS, IOWA**, as Grantor of the conservation easement (the "**City**"), and the **HISTORICAL DIVISION OF THE IOWA DEPARTMENT OF CULTURAL AFFAIRS**, the Administrator of which is statutorily designated as the **Iowa State Historic Preservation Officer**, as Grantee of the conservation easement ("**SHPO**"). This Easement is entered into under Iowa Code Chapter 457A for the purpose of preserving the United States Courthouse, a building this is important culturally, historically and architecturally.

RECITALS

A. By Quitclaim Deed of even date herewith, the United States of America, acting by and through the Administrator of General Services and authorized representatives ("**GSA**") has conveyed to the City a certain parcel of real property known as the United States Courthouse (formerly Post Office and Courthouse), 101 First Street, S.E., Cedar Rapids, IA 52401 (the "**Property**") situated in the City of Cedar Rapids, Linn County, Iowa, subject to this Easement. The Property is more fully described in Exhibit A, attached hereto and made a part hereof.

B. As part of the consideration for the conveyance of the Property by GSA to the City, the City has agreed to execute and record this Easement, agreeing to preserve and maintain the Property as provided herein and, in connection with any redevelopment of the Property involving rehabilitation, restoration or reconstruction, in retaining and restoring the facade, including the exterior doors and windows, to its historic appearance; retaining and restoring the lobby and third floor corridor to their historic appearance; retaining and restoring the main courtroom and adjacent judge's chamber on the third floor to their historic appearance and

restoring the murals in the courtroom; rehabilitating the basement and second floor corridors to their historic appearance; and rehabilitating the roof to its historic appearance, the City will follow the methods described in The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, as the same may be amended or revised from time to time (the "**Secretary's Standards**"), which document is hereby incorporated herein by this reference.

C. The Administrator of the Historical Division of the Iowa Department of Cultural Affairs is designated expressly by Iowa Code § 303.2(2)(c) (2005) to serve as the state historic preservation officer. The Historical Division is authorized expressly by Iowa Code § 457A.1 (2005) to acquire conservation easements in land for purposes including conservation of cultural resources, which is defined in Iowa Code § 457A.2(2) (2005) to include historical resources. As defined in Iowa Code § 457A.2(1) (2005), a conservation easement granted pursuant to Iowa Code § 457A.1 (2005) is perpetual in duration unless expressly limited to a lesser term and is enforceable during its term notwithstanding Iowa statutes that limit other types of permanent restrictions on the use of real estate.

D. The SHPO is willing to acquire this Easement but does not have any appropriation for the cost of the required monitoring. To defray the cost of this monitoring, the City has agreed to pay, or cause to be paid, a one-time fee of Ten Thousand Dollars (\$10,000) to the SHPO to provide for permanent monitoring of the Easement. The Historical Division of the Iowa Department of Cultural Affairs will place the monitoring fee in a dedicated account to assure its availability for the specified purpose.

E. The City, the SHPO and GSA agree that the grant of this perpetual Easement by the City to the SHPO will best assure the conservation and preservation of the Property for the benefit of the public.

GRANT

NOW, THEREFORE, in consideration of the conveyance of the Property by GSA to the City in accordance with the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, for itself, its successors and assigns, under authority of Iowa Code § 457A.1 (2005), hereby grants, bargains, sells, and conveys to the SHPO, and its statutorily authorized successors and assigns, a perpetual conservation easement, in the necessary portions of the Property and the improvements thereon, for the purpose of assuring the preservation, maintenance, rehabilitation, restoration, and reconstruction of the Conservation Easement Property (as hereinafter defined) in accordance with the following terms and conditions:

1. INCORPORATION OF RECITALS.

The foregoing Recitals to this Easement are hereby incorporated in and made a part of this Easement to the same extent as if herein set forth in full; provided, however, that said Recitals shall not be deemed to modify the express provisions hereinafter set forth.

2. DESCRIPTION OF HISTORIC PROPERTY.

(a) The Property is located within the boundaries of the May's Island Historic District in Cedar Rapids, Iowa, which was designated a national historic district in 1978. The building itself, however, is not a national landmark.

(b) As identified in the Historic Building Preservation Plan, dated January 1995, prepared by Shalom Baranes Associates, P.C. and Tracerics following an initial inspection of the Property on September 26-28, 1994 (the "**Plan**"), the terms and provisions of which are hereby incorporated herein by this reference, the building has been divided into four (4) zones for preservation planning purposes. The Plan contains a description of specific historic elements that contribute to the Property's historic significance and makes recommendations regarding which elements should be retained, maintained, restored, repaired, and/or rehabilitated. These elements are located in Zone Nos. 1A, 2A, 2B, 3A, and 3B. Zone Nos. 4A, 4B and 4C do not contribute to the Property's historic significance and are not covered by the terms and conditions of this Easement.

3. SPECIFICATIONS.

(a) The City agrees to follow the methods described in the Secretary's Standards in connection with any preservation, maintenance, rehabilitation, restoration, or reconstruction of the Conservation Easement Property, as defined in paragraph 4, below.

(b) For purposes of this Easement, if the City undertakes, or permits to be undertaken, any construction work that affects the Conservation Easement Property:

(i) Within Zone No. 1A, the facade must be retained and restored to its historic appearance; missing, altered or deteriorated elements should be repaired to match their original appearance; the exterior limestone walls should be repointed, as necessary, deteriorated sealants should be replaced and the facade should be cleaned using the gentlest means possible; the main exterior doors on the east and north facades should be cleaned, repaired and painted; the entrance door at the south vestibule should be restored; and the windows on the first, second and third floors should be restored to their original historic appearance;

(ii) Within Zone No. 2A, the lobby and third floor corridor in the building must be retained and restored to their historic appearance;

(iii) Within Zone No. 2B, the main courtroom and adjacent judge's chambers must be retained and restored to their historic appearance and the murals entitled "Opening of the Midwest" and "Law and Culture," painted in 1937 as part of the U.S. Treasury Relief Art Project, must be restored;

(iv) Within Zone No. 3A, the basement and second floor corridors must be retained and restored to their historic appearance; and

(v) Within Zone No. 3B, the roof must be rehabilitated to its historic appearance.

In addition, Stage III of the Plan identifies specific historic elements that should be maintained and repaired or replaced. The City agrees to preserve and maintain these historic elements as recommended by the Plan and in accordance with the recommended approaches set forth in the Secretary's Standards. Should the City repair or replace, or permit to be repaired or replaced, any of these historic elements, it shall do so as recommended by the Plan and in accordance with the recommended approaches set forth in the Secretary's Standards.

(c) No material changes shall be made to the exterior of the building or architecturally or historically significant interior features in Zone Nos. 1A, 2A, 2B, 3A, or 3B without the express written approval of the SHPO. Changes to space other than Zone Nos. 1A, 2A, 2B, 3A, or 3B will not require consultation with the SHPO, provided that such changes have no effect (as defined in 36 C.F.R. Part 800) on adjoining Zone Nos. 1A, 2A, 2B, 3A, or 3B.

4. CONSERVATION EASEMENT PROPERTY.

(a) The SHPO and the City agree that GSA, by Quitclaim Deed of even date herewith, has conveyed the Property to the City, subject to the SHPO's conservation easement set forth herein with respect to the preservation of the following:

(i) Within Zone No. 1A, the original Beaux Arts style limestone facade, including a classically-inspired entablature and balustraded parapet; fluted Ionic columns; hollow metal double doors topped by a transom with cast-iron grilles; decorative, cast-iron panels and spandrels; and ornamented doorways;

(ii) Within Zone No. 2A, the main entry vestibule on the east; the vestibules to the north and south; the lobby on the first floor; the elevator lobbies; the third floor corridor adjacent to the main courtroom; the exterior double doors with their metal frames, mesh glass, bronze rails and transoms with cast-iron grille work; glazed double doors that connect the main vestibule with the lobby; terrazzo flooring in the vestibule lobbies and corridors, including marble borders, where applicable; east wall molded, cast-iron wainscoting above which are molded panels with intermediate panel strips; remaining walls of the vestibule consisting of a molded cast-iron wainscoting with glazing above; coffered ceilings with decorative cornice and acanthus leaf molding; original radiator grilles; a crown of acroteria that wrap the entire main vestibule; elevator cabs with original cast-iron frames wrought with a diamond motif; kasota stone walls; dark woodwork and molded, coffered ceiling in the third floor corridor; wood baseboard and paneled wood wainscoting in the third floor corridor; three, paneled double doors, finished with oak stain and topped by a pediment, on the west wall of the third floor corridor and their original hardware, including hinges, closers, knobs, and kickplates; and single wood doors on the east wall that are surmounted by a pediment;

(iii) Within Zone No. 2B, the main courtroom on the third floor, including three double-entry doors on the east elevation that lead from the corridor to the courtroom through a paneled vestibule; interior doors framed by wood surrounds and topped by a heavy wood cornice with pediment; the raised judge and administrative platform on the southern end of the room; wall paneling behind the judge's platform; arched bay with intricate wood carvings framing the seal of the United States and a wood keystone along the south wall; a paneled, double-tiered jury box; boxed cornices decorating each window; wood paneling and projecting, metal radiator grilles along the southern wall; five (5) rows of witness and spectator benches;

low-wood divider separating the benches from the formal spaces of the courtroom; ornamental ceiling; original flooring; murals entitled "Opening of the Midwest" and "Law and Culture," painted in 1937 as part of the U.S. Treasury Relief Art Project and described in greater detail in subsection (vi), below; and the chief justice's chamber, conference room and library on the third floor, including the original decorative plaster cornice, picture rail, wainscoting and doors, and door surrounds;

(iv) Within Zone No. 3A, the basement and second floor corridors, including oak doors leading to courtrooms and offices; terrazzo floors with borders of marble; original ceiling; and elevator lobbies;

(v) Within Zone No. 3B, all levels of roofing, including the flat roof over the first story and mail-unloading dock and the hipped roof with deck over the third story; a low, brick parapet with limestone coping along the north, south and west perimeter sides of the roof; a balustraded parapet along the eastern perimeter side; original stone ventilating stack at the southeast section of the deck of the hipped roof; and the shed-roofed dormers that project from the hips, including their original copper roofing and sides;

(vi) Zone No. 2B contains "site specific" murals that were commissioned to enhance the architecture of the building at the time of its construction in 1937. The murals shall be considered as part of the historic fabric of the building and shall remain in their current locations. The murals are identified as follows:

Identification Number:	FA425-A
Subject /Year:	Opening of the Midwest/ 1937
Type:	Tempera, Painting Interior
Size:	Runs on upper portion of two walls 77" x 48' and 77" x 60' height
Identification Number:	FA425-B
Subject /Year:	Law and Culture/ 1937
Type:	Tempera, Painting Interior
Size:	Runs on upper portion of two walls 77" x 48' and 77" x 60' height

The City, or any tenant who leases the space where the murals are located, shall provide reasonable public access to the murals. The murals shall be accompanied by an interpretive plaque to be provided by GSA identifying the artist and intent, and noting that it was commissioned for the people of the United States by the federal government.

(b) The conservation easement granted by the City to the SHPO herein with respect to the preservation of the property described in paragraph 4(a)((i)-(vi)), above (collectively referred to herein as the "**Conservation Easement Property**"), is an easement in perpetuity for the purpose of preserving historically important elements of the Property and of ensuring development of the Property in accordance with the Plan and the Secretary's Standards.

5. MAINTENANCE OF CONSERVATION EASEMENT PROPERTY.

(a) The City, its successors and assigns, shall preserve and maintain the Property in a manner that preserves and maintains its attributes that contribute to the eligibility of the Property for inclusion in the National Register of Historic Places. The City agrees at all times to maintain the Property, including the Conservation Easement Property, in good repair and in a clean and safe condition and in a manner that will not exacerbate the normal aging of the Property or accelerate its deterioration, all in accordance with the recommended approaches set forth in the Secretary's Standards.

(b) Upon acquisition of the Property, the City, its successors and assigns, shall promptly take commercially reasonable actions to secure the Property from the elements, vandalism and arson, and shall undertake any stabilization that is necessary to prevent deterioration.

(c) The City, its successors and assigns, will make every effort to maintain reasonable public access to the Building, while providing appropriate security for building tenants. Should major changes in building use become necessary in the future, the City, its successors and assigns, will give first preference to economically viable uses that meet the public access and stewardship goals of this Easement, and invite the SHPO, the Advisory Council on Historic Preservation (the "**Advisory Council**") and the Cedar Rapids Historic Preservation Commission (the "**Commission**") to comment upon the use options.

(d) Except as otherwise contemplated by this Easement, the City agrees that, without the express written consent of the SHPO, the City will undertake no construction, alteration or remodeling of any of the improvements on the Property which, in the reasonable opinion of the SHPO, would adversely affect the Conservation Easement Property.

(e) Notwithstanding the foregoing, the City may, without the prior approval of the SHPO, replace, reconstruct, repair, repaint, or refinish existing parts or elements of the Conservation Easement Property, damage to which has resulted from casualty loss, deterioration or wear and tear, provided that:

(i) Such replacement, reconstruction, repair, repainting, or refinishing is performed in accordance with the Secretary's Standards; and

(ii) Such replacement, reconstruction, repair, repainting, or refinishing will comply with the requirements of all applicable federal, state and local government laws and regulations.

(f) The City, its successors and assigns, shall provide the SHPO with a written summary of actions taken to implement the provisions of this Easement within one (1) year after the date of the transfer of the Property. Subsequent to this time, the City, its successors and assigns, shall provide the SHPO with such other written documentation regarding the City's, its successors' and assigns', implementation of and compliance with the Easement as the SHPO reasonably requires.

6. DAMAGE OR DESTRUCTION.

(a) In the event of damage to less than substantially all of the Conservation Easement Property resulting from casualty loss such that repair or reconstruction of the Conservation Easement Property is commercially practicable, the City shall notify the SHPO promptly of the damage and shall repair, replace or replicate the damaged area, and such repair, replacement or replication shall be carried out in compliance with the terms of this Easement at the City's sole expense. No repairs, replacement or replication of any type, other than temporary emergency work to prevent further damage to the Property, including the Conservation Easement Property, and to protect public safety, shall be undertaken by the City without the prior written consent of the SHPO.

(b) In the event of damage to all or substantially all of the Conservation Easement Property resulting from casualty loss to an extent rendering repair or reconstruction of the Conservation Easement Property commercially impracticable, this Easement shall remain in full force and effect, and the design and plans for construction of a suitable replacement structure shall be subject to the prior written approval of the SHPO, it being expressly intended that any portion of the Conservation Easement Property that may be destroyed shall be replaced by the City at its sole expense to the extent it is commercially practicable to do so.

7. INSURANCE.

The City shall maintain at all times a casualty insurance policy covering loss to the Property, including the Conservation Easement Property. The City may satisfy this requirement by including the Property in its risk management program and treating the Property therein as all other similar City property is treated, including the use of self-insurance. In the event of a conveyance, transfer or assignment of its interest herein to a non-governmental entity, any successor non-governmental owner of the Property shall be prohibited from self-insuring and the City shall require such assignee, transferee or successor to maintain a casualty insurance policy covering all loss to the Property, including the Conservation Easement Property, and to provide evidence of such coverage to the City and the SHPO in a form and manner deemed acceptable to the City so long as the City is the owner of the Property, and thereafter in a form and manner acceptable to the SHPO.

8. INSPECTIONS.

The City agrees that representatives of the SHPO shall have the right at all reasonable times and from time to time, upon reasonable prior notice, to inspect the Conservation Easement Property to determine whether the City, its successors and assigns, is in compliance with the terms and conditions of this Easement. Inspection of the interior will not, in the absence of evidence of deterioration, take place more often than annually, at a time mutually agreed upon by the City and the SHPO. The City covenants to cooperate in determining a date and time for such inspections and to provide for such inspections in all leases with tenants.

9. VIOLATIONS.

(a) In the event of a violation of any provision of this Easement, the SHPO may provide written notice of such violation to the City, or its transferee, assignee or successor, as the

case may be, which notice shall specify in reasonable detail the nature of the alleged violation. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical or architectural importance of the Property, the SHPO shall allow the City thirty (30) days to correct the violation. If the City then, as applicable, either (i) fails to cure the violation in question within thirty (30) days from the date of such notice, if the violation in question is reasonably susceptible of being cured within thirty (30) days, or (ii) if the nature of the violation in question is such that it is not reasonably susceptible of being cured within thirty (30) days, the City fails to commence curative efforts within such thirty (30) day period and thereafter to pursue diligently such curative efforts for such longer period as may be reasonably necessary in the mutual agreement of the City and the SHPO to cure the violation in question, then the City shall be in default of this Easement and, subject to the provisions of paragraph 10, below, the SHPO may institute suit(s) to enjoin such violation by temporary or permanent injunction, and require restoration of the Conservation Easement Property to its required condition. If the violation in question is by any non-governmental transferee, assignee or successor-in-interest, the SHPO may seek injunctive relief ex parte. If the City and the SHPO are unable to agree on a mutually acceptable cure period pursuant to subclause (ii), above, within a reasonable period of time, then the dispute as to the duration of the cure period shall be resolved in accordance with the dispute resolution procedures as provided in paragraph 11, below. Instead of the institution of suit as described above, the SHPO and the City, its successors and assigns, may by mutual agreement in writing, choose to use the dispute resolution procedures described in paragraph 11, below, or other procedures mutually acceptable to them. In no event shall a dispute be used by the City to delay its curative efforts, but rather the City must continue its curative efforts during the pendency thereof.

(b) In the alternative, but in all cases subject to the provisions of paragraph 10, below, and only in cases where the violating party is a non-governmental transferee, assignee or successor-in-interest to the City, representatives of the SHPO may, after expiration of the applicable cure periods specified in subparagraph 9(a), above (and, if applicable, upon expiration of such additional cure periods as are provided for the benefit of Mortgagee (as hereinafter defined) pursuant to paragraph 10, below), enter upon the Property and correct any violation and hold the non-governmental violating party responsible for the cost thereof. In the event the non-governmental violating party does not pay such cost within ten (10) business days after delivery by the SHPO to the non-governmental violating party of an invoice with respect thereto, together with reasonable substantiation of the amounts invoiced, the SHPO shall have the right to place a lien against the Property to secure payment of such cost.

(c) The SHPO shall also have available all legal and equitable remedies to enforce the City's, its successors' and assigns', obligations hereunder in the event of an uncured violation, subject to the rights of a Mortgagee pursuant to paragraph 10, below. In the event that a non-governmental violating party is found to have violated any of its obligations, then the non-governmental violating party shall reimburse the SHPO for any costs and expenses incurred in connection therewith, including court costs and attorneys' fees.

(d) The failure of the SHPO to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later date.

(e) Notwithstanding the foregoing, however, in no event shall the City or its successors and assigns or any of their respective partners, officers, directors, agents, or trustees

have any personal liability hereunder, all such liability being limited to the interest of such parties in the Property.

10. MORTGAGEE PROTECTIVE PROVISIONS.

(a) For purposes of this paragraph 10, the term "**Mortgagee**" means the holder of any deed of trust, mortgage or similar security instrument granted by the City to create a lien or security interest against the Property, or any portion thereof, or any improvements thereon, or any interest in any of the foregoing. In a proper case the term "Mortgagee" shall also be construed broadly to include any person or entity holding a direct or indirect interest in any of the foregoing primarily for security purposes pursuant to any other legal structure that is the functional equivalent of a financing transaction, including, without limitation, the lessor in a synthetic lease transaction, the trustee or agent for bond holders in a bond transaction or the secured party of a pledge of partnership or other equity interests in the City or any successor or assign. In no event, however, shall the term "Mortgagee" include any affiliate of the then owner of the Property. The term "**Mortgagee**" shall mean, collectively, the instrument(s) pursuant to which a Mortgagee holds its lien(s) or security interest in the Property (or portion thereof of interest therein, as applicable).

(b) At any time after execution of a Mortgage, Mortgagee may notify the SHPO, in writing, that such Mortgage has been given, and furnish the SHPO with the address to which it desires copies of notices to be mailed (or designate some person or corporation as its agent and representative for the purpose of receiving copies of notices), in which case, provided that the SHPO shall have received notice of such Mortgage, the SHPO hereby agrees that it will thereafter mail to such Mortgagee or agent thereof, at the address so given, duplicate copies, in writing, of any and all notices and invoices that the SHPO may from time to time give or serve upon the City under and pursuant to the terms and provisions of this Easement. So long as Mortgagee complies with this subparagraph 10(b), no notice or invoice to the SHPO shall be effective unless duplicate copies thereof are mailed to such Mortgagee at the same time the notice or invoice is given or served upon the SHPO. If there is a Mortgagee entitled to such notice rights, then the SHPO shall not be entitled to file a lien on the Property or take any other remedial action with respect to any violations by the City of its obligations hereunder unless such violation remains uncured after expiration of the additional curative periods available to a Mortgagee hereunder.

(c) Any such Mortgagee, at its option, at any time either (i) during the cure period provided in paragraph 9, above, or (ii) within sixty (60) additional days after the cure period provided in paragraph 9, above, has expired, may make any repairs and improvements, or may do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Easement; and all things so done and performed by any such Mortgagee shall be effective to cure a violation by the City hereunder as the same would have been if timely done and performed by the City instead of by any Mortgagee. If such violation cannot reasonably be remedied within a sixty (60) day period, then such cure period for the benefit of Mortgagee shall be extended for such longer period as is reasonably required by Mortgagee in the mutual agreement of the SHPO and such Mortgagee to fulfill or perform such obligations, provided Mortgagee commences to fulfill such obligations or remedy such violation within such initial sixty (60) day period and thereafter diligently prosecutes same to completion. If Mortgagee and the SHPO are unable to agree on a mutually acceptable cure period within a

reasonable period of time, then the dispute as to the duration of the cure period shall be resolved in accordance with the dispute resolution procedures as provided in paragraph 11, below. In no event shall a dispute be used by Mortgagee to delay its curative efforts, but rather Mortgagee must continue its curative efforts during the pendency thereof to continue to be entitled to the benefit of the extended cure periods provided in this paragraph 10. Without limitation, if the violation in question is one that cannot be reasonably cured by Mortgagee prior to Mortgagee taking possession of the Property, then the foregoing cure period shall be extended for such period as may be necessary for Mortgagee to obtain such possession (including, without limitation, for such period as possessory or foreclosure actions by Mortgagee are stayed by bankruptcy or similar proceedings) so long as Mortgagee is diligently attempting to obtain possession and is performing such obligations of the City hereunder as can be reasonably performed by Mortgagee in the absence of possession of the Property.

(d) Neither a Mortgagee nor any purchaser at foreclosure or person or entity acquiring the Property or a portion thereof or interest therein by conveyance in lieu of foreclosure shall be or become personally liable to the SHPO, and no assumption of personal liability shall be inferred from or result from foreclosure or other appropriate proceedings in the nature thereof or as the result of any other action or remedy provided for by such Mortgage or from a conveyance pursuant to which the purchaser at foreclosure or other grantee shall acquire the rights and interest of the City in the Property.

(e) The SHPO agrees to modify this Easement from time to time for the purpose of incorporating herein such additional Mortgagee protective provisions as may be reasonably required by any Mortgagee, so long as such modifications are not materially inconsistent with any of the terms and conditions of this Easement and do not adversely affect the realization by the SHPO of the benefits intended by this Easement in any material respects.

(f) No amendment to this Easement shall be effective as to, or binding upon, any Mortgagee unless consented to in writing by such Mortgagee.

11. DISPUTES.

If a dispute arises out of or relates to this Easement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to attempt in good faith to settle the dispute by mediation, before resorting to litigation.

12. RECORDING.

The City shall promptly record this Easement in the Office of the Recorder of Deeds of Linn County, Iowa, and the cost of recording shall be paid by the City. The City or the SHPO may re-record this Easement at any time as may be required to preserve the rights granted in this Easement, and the cost of any such re-recording shall be paid by the party filing the document.

13. SUCCESSORS AND ASSIGNS.

All of the terms and conditions of this Easement shall apply to and be binding upon, and inure to the benefit of, the respective heirs, legatees, devisees, administrators,

executors, personal representatives, successors, and assigns of the SHPO and of the City and of all persons claiming by, under, or through them. The City covenants for itself, its successors and assigns and every successor-in-interest to the Property, or any other lesser estate in the Property or any part thereof, that the Property shall be subject to the grants, provisions, conditions, terms, restrictions, limitations, and easements set forth herein, which shall run with the land, and that the City, its successors and assigns, each covenant and agree that, in the event the Property, or any other lesser estate in the Property or any part thereof, is sold or otherwise disposed of, these grants, provisions, conditions, terms, restrictions, limitations, and easements shall be inserted in the instruments of conveyance verbatim or by express reference.

14. EASEMENTS RUNNING WITH THE LAND.

All grants, provisions, conditions, terms, restrictions, limitations, and easements contained in this Easement shall run with the Property. These grants, provisions, conditions, terms, restrictions, limitations, and easements shall be binding on the City, its successors and assigns, in perpetuity. Notwithstanding any provision of Iowa Code § 457A.2 (2005) to the contrary, this Easement may not be released or terminated without the express written consent of GSA, which consent may be granted or withheld in GSA's sole discretion.

15. AUTHORITY OF THE PARTIES.

Each party hereto warrants and represents to the other party to this Easement that:

(a) If a corporation, or a limited liability company, it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it was organized, has the power and authority to enter into and perform its obligations under this Easement, and is qualified to do business in the State of Iowa.

(b) If a limited partnership, it is duly organized and validly existing under the laws of the jurisdiction in which it is chartered, and qualified to do business in the State of Iowa, and has the power and authority to enter into and perform its obligations under this Easement.

(c) The execution, delivery and performance of this Easement, and any instruments required hereby, are within the powers of each party, have been duly authorized by all requisite actions, have received all necessary governmental approvals, and will not violate any provisions of law, any order of any court or other agency of government, or the articles of incorporation or bylaws of any party that is a corporation, or the limited partnership agreement of any party that is a limited partnership, or the certificate of formation or limited liability company agreement of any party that is a limited liability company, and that this Easement and any instruments required hereby when executed and delivered will constitute the legal, valid and binding obligations of such party.

16. PRIORITY OF EASEMENTS; JOINDER OF TRUSTEES.

The acceptance of the delivery of a Deed conveying title to the Property shall constitute conclusive evidence of the agreement of the City, its successors and assigns, to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth. The parties hereto covenant and agree that the easements established and granted

hereunder and all other terms and conditions of this Easement shall be superior to any and all liens, encumbrances, Mortgages, or other agreements affecting title to the Property and the Conservation Easement Property, including, but not limited to, all Mortgages and deeds of trust against the Property and the Conservation Easement Property, or any portions thereof.

17. AMENDMENTS, WAIVERS AND CONSENTS.

The parties may by mutual written agreement jointly amend this Easement, provided the amendment shall be consistent with the preservation purpose of this Easement and shall not reduce its term of duration. Any such amendment shall not be effective unless it is executed in the same manner as this Easement, refers expressly to this Easement and is filed with the Linn County Recorder. Waivers and consents respecting this Easement shall only be binding if in writing and signed by the party against whom any such waiver or consent is sought to be enforced. The failure of the SHPO to exercise any right or remedy granted under this Easement shall not have the effect of waiving or limiting the exercise by the SHPO of any other right or remedy or the invocation of such right or remedy at any other time.

18. NOTICES.

Any notice, demand, request, consent, approval, or communication that, under the terms of this Easement or under any statute, must or may be given or made by the parties hereto, must be in writing, and must be given or made by hand delivery or by mailing the same by registered or certified mail, return receipt requested, to GSA addressed to:

U.S. General Services Administration
Heartland Region
1500 East Bannister Road
Kansas City, MO 64131
Attn.: Regional Historic Preservation Officer

with a copy to:

U.S. General Services Administration
Heartland Region
Office of Regional Counsel (6L)
1500 East Bannister Road
Kansas City, MO 64131
Attn.: Regional Counsel

to the City at:

Mayor's Office
City of Cedar Rapids
50 2nd Avenue Bridge
Cedar Rapids, IA 52401

to the SHPO at:

Iowa State Historic Society
State Historic Preservation Office
600 East Locust Avenue
Des Moines, Iowa 50319-0290
Attn: Section 106 Review & Compliance Coordinator
R & C No. 011157049

with a copy to:

Iowa Department of Justice
Lucas Building
Room 018
Des Moines, IA 50319
Attention: Attorney General

to the Commission at:

Cedar Rapids Historic Preservation Commission
c/o City of Cedar Rapids Department of Community Development
6th Floor City Hall
Cedar Rapids, IA 52401

Any notice given hereunder by hand delivery shall be deemed sufficiently served or given for all purposes hereunder on the date of delivery, and any notice given hereunder by registered or certified mail shall be deemed sufficiently served or given for all purposes hereunder three (3) days after deposit in the United States mail addressed to the party to be notified at the address or addresses as set forth above or at any other addresses as any party may specify to the others by like notice.

19. SEVERABILITY OF PROVISIONS.

In the event any one or more of the provisions contained in this Easement shall for any reason be held to be inapplicable, invalid, illegal, or unenforceable in any respect, such inapplicability, invalidity, illegality, or unenforceability shall not affect any other provision of this Easement, but this Easement shall be construed as if such inapplicable, invalid, illegal, or unenforceable provision had never been contained herein.

20. CAPTIONS AND HEADINGS.

The captions and headings contained in this Easement are included herein for convenience of reference only and shall not be considered a part hereof and are not intended in any way to limit or enlarge the terms hereof nor shall they affect the meaning or interpretation of this Easement.

21. RELATIONSHIP OF THE PARTIES.

Nothing contained in this Easement shall be construed in any manner to create any relationship between the parties hereto other than the relationship of parties in interest, and the parties hereto shall not be considered partners or co-venturers for any purpose whatsoever.

22. CERTIFICATES BY THE SHPO.

The SHPO agrees at any time and from time to time upon not less than ten (10) days prior written notice by the City, to execute, acknowledge and deliver to the City a statement in writing certifying that this Easement is unmodified and is in full force and effect (or if there have been modifications, which modifications shall be stated, that this Easement, as modified, is in full force and effect), and stating whether or not to the best knowledge of the signer of such certificate the City is in default in performance of any covenant, agreement or condition contained in this Easement, and, if so, specifying each such default of which the signer may have knowledge.

23. GOVERNING LAW.

The parties hereto agree that all matters of construction and interpretation with regard to this Easement shall be governed by the laws of the State of Iowa.

24. COUNTERPARTS.

The parties hereto agree that this Easement may be executed in one or more identical counterparts each of which shall be deemed to be an original thereof and shall be enforceable against each of the parties hereto.

25. PAYMENT OF MONITORING FEE.

Promptly upon execution of this Easement, the City shall pay, or cause to be paid, a one-time fee of Ten Thousand Dollars (\$10,000) to the SHPO to provide for permanent monitoring of the Easement. The SHPO's execution of this Easement constitutes the SHPO's acknowledgement of receiving payment of this monitoring fee.

26. ENTIRE AGREEMENT.

This Easement contains or refers to all the promises, agreements, conditions, inducements, and understandings between the City and the SHPO relative to the grant of the easements and other rights from the City to the SHPO referred to herein and there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, expressed or implied, relating thereto between them other than as herein set forth or expressly referred to herein.

27. EFFECTIVE DATE.

This Easement shall become effective upon its execution by all of the parties to this Easement.

28. NON-MERGER.

If at any time during the existence of this Easement the fee title to the Property and the easements and other rights thereto granted hereunder by the City to the SHPO shall be owned by, or conferred upon, the same party, there shall be no merger of such interests on account thereof and this Easement shall continue in full force and effect without modification or abatement.

29. AUTHORSHIP.

The parties acknowledge that in construing this Agreement no inference premised upon the origin or source of any language used herein shall be drawn.

REST OF PAGE DELIBERATELY LEFT BLANK

IN WITNESS WHEREOF, the CITY OF CEDAR RAPIDS, IOWA and the HISTORICAL DIVISION OF THE IOWA DEPARTMENT OF CULTURAL AFFAIRS have executed this Conservation Easement Agreement on the day and year below written.

GRANTOR

ATTEST:

CITY OF CEDAR RAPIDS, IOWA

[insert name]
Cedar Rapids City Clerk

By: _____
[insert name]
Mayor
City of Cedar Rapids, Iowa

Date: _____

GRANTEE

ATTEST:

**HISTORICAL DIVISION OF THE IOWA
DEPARTMENT OF CULTURAL AFFAIRS**

[insert name]
[insert title]

By: _____
[insert name]
[insert title]

Date: _____

STATE OF IOWA)
)
COUNTY OF LINN)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public for said State of Iowa, personally appeared _____ and _____, to me personally known, who stated that they are, respectively, the Mayor and City Clerk of the City of Cedar Rapids, Iowa, that the foregoing instrument was signed on behalf of said City by authority of its City Council pursuant to a Resolution adopted by majority vote at its meeting on the _____ day of _____, 20____, and they acknowledged execution of the foregoing Conservation Easement Agreement as their voluntary act and as the voluntary act and deed of the CITY OF CEDAR RAPIDS, IOWA.

GIVEN under my hand and seal this _____ day of _____, 20____.

NOTARY PUBLIC FOR THE STATE OF IOWA

My commission expires:

STATE OF IOWA)
)
COUNTY OF POLK)

The foregoing Conservation Easement Agreement was acknowledged before me on this _____ day of _____, 20____, by _____, as Administrator of the HISTORICAL DIVISION OF THE IOWA DEPARTMENT OF CULTURAL AFFAIRS.

NOTARY PUBLIC FOR THE STATE OF IOWA

My commission expires:

EXHIBIT A

Legal Description of the Property

All that part of Commercial Block, Cedar Rapids, Linn County, Iowa, described as follows:

Beginning at the Northeasterly corner of said Commercial Block, on the Southerly line of First Avenue East, thence South $51^{\circ} 12' 31''$ West (assumed bearing for this description) 159.90 feet along the said Southerly line to a point of intersection with the Northeasterly edge of the coping of the existing river wall; thence South $41^{\circ} 18' 12''$ East 300.83 feet along the Northeasterly edge of the said coping to a point of intersection with the Northerly line of Second Avenue East; thence North $51^{\circ} 11' 31''$ East 146.72 feet along the said Northerly line to a point of intersection with the Westerly line of First Street Southeast; thence North $38^{\circ} 47' 29''$ West 300.50 feet along the said Westerly line to the point of beginning. This description contains 46,073 square feet, more or less, and is subject to any easements and restrictions of record.

ATTACHMENT I
NEW COURTHOUSE PROJECT SCHEDULE

PRELIMINARY SCHEDULE CEDAR RAPIDS

ID	Task Name	Duration	Start	Finish
1	New Construction: 1 Phase	2456 days	Tue 11/02	Tue 5/31/11
2	Project Initiation	1 day	Tue 11/02	Tue 11/02
3	Central Office Site Authorization	1 day	Tue 11/02	Tue 11/02
4	Site Acquisition	1075 days	Wed 12/02	Tue 2/14/06
5	Market Survey	30 days	Wed 12/02	Tue 2/12/02
6	Preliminary Site Selection	100 days	Wed 2/13/02	Tue 7/2/02
7	Public Hearing	0 days	Tue 11/19/02	Tue 11/19/02
8	Site plots/borings/negotiation/EIS	60 days	Wed 7/3/02	Tue 9/24/02
9	Environmental Assessment	45 days	Wed 1/29/03	Tue 4/1/03
10	Environmental Assessment	45 days	Wed 1/29/03	Tue 4/1/03
11	FONSI	12 days	Wed 4/2/03	Thu 4/17/03
12	Environmental Go/No Go Decision	0 days	Thu 4/17/03	Thu 4/17/03
13	Site selection report	5 days	Fri 4/18/03	Thu 4/24/03
14	Site Selection Approved	0 days	Thu 4/24/03	Thu 4/24/03
15	Appraisals	30 days	Tue 11/19/02	Mon 12/30/02
16	Prepare/Negotiate Site contracts	80 days	Tue 12/31/02	Mon 4/21/03
17	Contract for Site	0 days	Thu 4/24/03	Thu 4/24/03
18	Prepare for Closing	30 days	Fri 4/25/03	Thu 6/5/03
19	Relocations	80 days	Fri 6/6/03	Thu 9/25/03
20	Early Site Colling/Acquisition	0 days	Thu 6/5/03	Thu 6/5/03
21	Site acquisition Slack	30 days	Wed 1/4/06	Tue 2/14/06
22	Site Closing/Acquired	0 days	Tue 2/14/06	Tue 2/14/06
23	Site Funding	0 days	Tue 1/1/02	Tue 1/1/02
24	Memorandum of Agreement	915 days	Wed 7/3/02	Tue 1/3/06
25	Draft Memorandum	870 days	Wed 7/3/02	Tue 11/1/05
26	Final Memorandum Signed	0 days	Tue 11/1/05	Tue 11/1/05
27	Demo Carbarn	45 days	Wed 11/2/05	Tue 1/3/06
28	A/E Design	1058 days	Tue 5/20/03	Thu 6/7/07
29	Concept Development	32 days	Tue 5/20/03	Wed 7/2/03
30	Space Program confirmation	22 days	Tue 5/20/03	Wed 6/18/03
31	PreDesign	10 days	Thu 6/19/03	Wed 7/2/03
32	Central Office Concept Presentation	1 day	Tue 4/20/04	Tue 4/20/04
33	Written Approval from Commissioner	5 days	Thu 5/27/04	Wed 6/2/04
34	Concepts Approval (Central Office)	0 days	Wed 6/2/04	Wed 6/2/04
35	Design Development	390 days	Thu 6/3/04	Wed 11/30/05
36	Design Development Review & Approval	16 days	Thu 12/1/05	Thu 12/22/05
37	30% C.D. Start	10 days	Fri 2/3/06	Thu 2/16/06

Tue 11/1/05

PRELIMINARY SCHEDULE CEDAR RAPIDS

ID	Task Name	Duration	Start	Finish
38	Final Construction Documents	330 days	Fri 2/17/06	Thu 5/24/07
39	Design Time Slack-Changes	10 days	Fri 5/25/07	Thu 6/7/07
40	Design Complete	0 days	Thu 6/7/07	Thu 6/7/07
41	Construction Phase	837 days	Mon 3/17/08	Tue 5/31/11
42	NTP Acknowledgment from Contractor	0 days	Mon 3/17/08	Mon 3/17/08
43	Partnering	2 days	Mon 3/17/08	Tue 3/18/08
44	Mobilize	10 days	Mon 3/17/08	Fri 3/28/08
45	Construction	782 days	Mon 3/31/08	Tue 3/29/11
46	Construction Slack-Change Order Time Extensions	45 days	Wed 3/30/11	Tue 5/31/11
47	Substantial Completion	0 days	Tue 5/31/11	Tue 5/31/11

Tue 11/1/05

**U. S. GENERAL SERVICES
ADMINISTRATION**

Date: _____

By: _____
Bradley M. Scott
Regional Administrator

Concurrence:

Date: _____


By: _____
Sylvia R. Augustus
Regional Historic Preservation Officer

Date: _____

By: _____
Rolando Rivas-Camp
Federal Preservation Officer

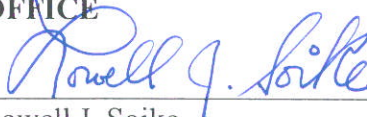
**ADVISORY COUNCIL
ON HISTORIC PRESERVATION**

Date: 3/21/06

By: 
John M. Fowler
Executive Director

**IOWA STATE HISTORIC PRESERVATION
OFFICE**

Date: January 25, 2006

By: 
Lowell J. Soike
Deputy State Historic Preservation Officer

CITY OF CEDAR RAPIDS, IOWA

Date: _____

By: _____
Paul D. Pate
Mayor, City of Cedar Rapids, Iowa

Attest:

By: _____
Ann Ollinger
Cedar Rapids City Clerk

**U. S. GENERAL SERVICES
ADMINISTRATION**

Date: _____

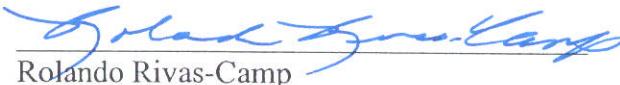
By: _____
Bradley M. Scott
Regional Administrator

Concurrence:

Date: _____

By: _____
Sylvia R. Augustus
Regional Historic Preservation Officer

Date: 1/18/06

By:  _____
Rolando Rivas-Camp
Federal Preservation Officer

**ADVISORY COUNCIL
ON HISTORIC PRESERVATION**

Date: _____

By: _____
John M. Fowler
Executive Director

**IOWA STATE HISTORIC PRESERVATION
OFFICE**

Date: _____

By: _____
Lowell J. Soike
Deputy State Historic Preservation Officer

CITY OF CEDAR RAPIDS, IOWA

Date: _____

By: _____
Paul D. Pate
Mayor, City of Cedar Rapids, Iowa

Attest:

By: _____
Ann Ollinger
Cedar Rapids City Clerk

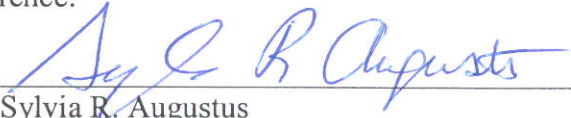
**U. S. GENERAL SERVICES
ADMINISTRATION**

Date: 1/13/06

By: 
Bradley M. Scott
Regional Administrator

Concurrence:

Date: 1/18/06

By: 
Sylvia R. Augustus
Regional Historic Preservation Officer

Date: _____

By: _____
Rolando Rivas-Camp
Federal Preservation Officer

**ADVISORY COUNCIL
ON HISTORIC PRESERVATION**

Date: _____

By: _____
John M. Fowler
Executive Director

**IOWA STATE HISTORIC PRESERVATION
OFFICE**

Date: _____

By: _____
Lowell J. Soike
Deputy State Historic Preservation Officer

CITY OF CEDAR RAPIDS, IOWA

Date: _____

By: _____
Paul D. Pate
Mayor, City of Cedar Rapids, Iowa

Attest:

By: _____
Ann Ollinger
Cedar Rapids City Clerk

**U. S. GENERAL SERVICES
ADMINISTRATION**

Date: _____

By: _____
Bradley M. Scott
Regional Administrator

Concurrence:

Date: _____

By: _____
Sylvia R. Augustus
Regional Historic Preservation Officer

Date: _____

By: _____
Rolando Rivas-Camp
Federal Preservation Officer

**ADVISORY COUNCIL
ON HISTORIC PRESERVATION**

Date: _____

By: _____
John M. Fowler
Executive Director

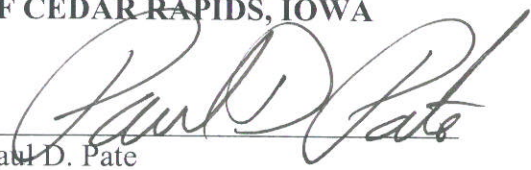
**IOWA STATE HISTORIC PRESERVATION
OFFICE**

Date: _____

By: _____
Lowell J. Soike
Deputy State Historic Preservation Officer

CITY OF CEDAR RAPIDS, IOWA

Date: 12-21-05

By: 
Paul D. Pate
Mayor, City of Cedar Rapids, Iowa

ATTEST:

Date: 12-21-05

By: 
Ann Ollinger
CEDAR RAPIDS CITY CLERK